

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

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NGM INSURANCE COMPANY,

Docket No. 07-CV-6517

Plaintiff,

-against-

BLAKELY PUMPING, INC. d/b/a ASSENTIAL PUMPING,  
BRIAN J. BLAKELY, PETER J. SLINGERLAND, NANCY  
SLINGERLAND and PROGRESSIVE CASUALTY  
INSURANCE COMPANY,

**REPLY TO  
COUNTERCLAIM**

Defendants.  
-----X

Plaintiff, **NGM INSURANCE COMPANY**, by their attorneys, **BRILL & ASSOCIATES, P.C.**, as and for their Reply to the Counterclaim set forth in the Answer of Blakely Pumping, Inc. d/b/a Assential Pumping and Brian J. Blakely, states upon information and belief:

1. Plaintiff **NGM INSURANCE COMPANY** denies the allegations contained in Paragraphs VI and VII of the counterclaim and incorporates by reference the allegations of the complaint regarding the basis for Plaintiff's coverage determination in this case.

**AS AND FOR A FIRST AFFIRMATIVE DEFENSE**

2. Plaintiff incorporates by reference the allegations of the Declaratory Action Complaint with respect to the reasons coverage does not exist under the Plaintiff's policy for the claim asserted by Peter J. Slingerland and Nancy Slingerland in the underlying personal injury action.

**WHEREFORE**, plaintiff demands judgment dismissing the counterclaim and to

- a. determine and declare that BRIAN J. BLAKELY and BLAKELY PUMPING, INC. are not covered under the BOP policy for any judgment that may be obtained in the personal injury action; and
- b. determine and declare that BRIAN J. BLAKELY and BLAKELY PUMPING, INC. are not entitled under the BOP Policy to any defense of the claims brought by Peter and Nancy Slingerland or indemnification for settlement or judgment obtain by the plaintiffs in the personal injury action; and
- c. determine and declare that Plaintiff is not responsible to reimburse BRIAN J. BLAKELY and BLAKELY PUMPING, INC. for any attorneys fees, costs and other expenses incurred to date for the defense of the personal injury action; and,
- d. grant all such other and further relief as to the court seems just and proper.

Dated: New York, New York  
September 25, 2007

**BRILL & ASSOCIATES, P.C.**

By: /s/ Haydn J Brill  
Haydn J. Brill (HB3040)  
Attorneys for Plaintiff  
111 John Street, Suite 1070  
New York, New York 10038  
(212) 374-9101  
File No: 1279-NGM

To:

**GOLDSTEIN & METZGER, LLP**  
Attorneys for Peter J. Slingerland and Nancy Slingerland  
40 Garden Street  
Poughkeepsie, New York 12601-3106  
(845) 473-7000

**COOK, NETTER, CLOONAN, KURTZ & MURPHY, P.C.**

Attorneys for Blakely Pumping, Inc. d/b/a Assential Pumping, Inc. and Brian J. Blakely  
85 Main Street  
Kingston, New York 12402  
(845) 331-0702

**PROGRESSIVE CASUALTY INSURANCE COMPANY**

c/o New York State Superintendent of Insurance  
25 Beaver Street  
New York, New York 10006

*Docket No. 07-CV-6517*

*Year 2007*

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

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NGM INSURANCE COMPANY,

Plaintiff,

-against-

BLAKELY PUMPING, INC. d/b/a ASSENTIAL PUMPING, INC., BRIAN J. BLAKELY,  
PETER J. SLINGERLAND, NANCY SLINGERLAND and PROGRESSIVE CASUALTY  
INSURANCE COMPANY,

Defendants.

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**REPLY TO COUNTERCLAIM**

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**BRILL & ASSOCIATES, P.C.**

Attorneys for Plaintiff  
111 John Street, Suite 1070  
New York, New York 10038  
(212) 374-9101

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*To: \*\*\**

*Attorney(s) for \*\*\**

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*Service of a copy of the within \*\*\* is hereby admitted.*

*Dated: \*\*\**

.....  
*Attorney(s) for \*\*\**

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**PLEASE TAKE NOTICE**

☐ *that the within is a (certified) true copy of a \*\*\*  
entered in the office of the clerk of the within named Court on \*\*\**

**NOTICE OF  
ENTRY**

☐ *that an Order of which the within is a true copy will be presented for settlement to  
the Hon. \*\*\* one of the judges of the within named Court, at \*\*\*, on \*\*\*, at \*\*\* .*

**NOTICE OF  
SETTLEMENT**

*Dated: \*\*\**

**BRILL & ASSOCIATES, P.C.**

Attorneys for Plaintiff  
111 John Street, Suite 1070  
New York, New York 10038  
(212) 374-9101  
File No: 1279-NGM